



AGREEMENT

SYSKO FOOD SERVICES OF CINCINNATI, LLC and
GENERAL TEAMSTERS LOCAL # 114. AN AFFILIATE OF
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

CONTRACT FOR JULY 1, 2007, THROUGH JUNE 29, 2013

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AGREEMENT

This Agreement is made 19th day of May, 2007, by and between SYSCO Food Services of Cincinnati, LLC, herein called the "Company," and the General Teamsters Local Union No. 114, an affiliate of the International Brotherhood of Teamsters, herein called the "Union."

SECTION 1: CONTRACT LENGTH

1.01 This six year Agreement shall be effective as of 12:01 a.m., July 1, 2007, and shall terminate midnight, June 29, 2013. This agreement shall automatically be renewed for one-year periods thereafter unless notice in writing is given by either party to the other party sixty (60) days prior to June 29, 2013, or sixty (60) days prior to any anniversary date after June 29, 2013.

SECTION 2: INTENT & PURPOSE

2.01 It is the intent and purpose of this Agreement to promote and improve harmonious industrial relations between the Company and its employees, to set forth the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties, and to provide a procedure for the prompt disposition of grievances so that there shall be no interruption or impeding of the work, work stoppages or strikes, lockouts or other interferences with production.

2.02 Both parties acknowledge that during the negotiations of this Agreement, each party had the opportunity to make proposals on any subject it wished embodied in this Agreement, and that the agreements arrived at by the parties after the exercise of that opportunity are set forth in this Agreement. Therefore, the Company and the Union for the life of this Agreement, each waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement, or with respect to any subject not specifically covered in this Agreement, even though such subject may not have been within the knowledge or contemplation of either or both parties at the time they signed this Agreement. The parties have set forth herein the entire agreement on all subjects which were subjects for collective bargaining, and by this Agreement do invalidate and supersede all previous written or oral agreements.

SECTION 3: RECOGNITION

3.01 Subject to the limitation set forth in this Section, the Company recognizes the Union as the exclusive representative of the employees of the Company as to rates of pay, hours of work and conditions of employment within the bargaining unit defined as all warehousemen and drivers employed by the Company at its Cincinnati, Ohio warehouses.

3.02 The recognition of the Union conceded by the execution of this Agreement as the exclusive bargaining agent of the employees within the bargaining unit does not, except as specifically set forth in this Agreement, limit the Company in the use of its authority, powers and rights described in Section 9, nor does it by inference or implication or operation of law or in any other manner confer upon the Union or any employee any rights, interests or authority unless such rights, interest or authority shall be specifically granted to the Union or the employees by the terms of this Agreement.

3.03 It is mutually agreed that the Union, upon the signing of this Agreement, will serve upon the Company a written notice which will list the Union's authorized representatives, every January 1 and July 1, who will deal with the Company, make commitments for the Union generally, and in particular have the sole authority to act for the Union in calling or instituting strikes or any stoppage of work, and the Union shall not be liable for any activities unless so authorized. Also each January 1 and July 1, the Union will supply to the Company a current list of all Union Stewards and their alternates by shift, building and department. The Union may appoint one (1) steward and one (1) alternate steward per shift (6 in total) plus a shuttle point steward for each shuttle point established by the Company, and that one (1) available steward or alternate steward will assist any bargaining unit employee who the Company is investigating and intending to take disciplinary action against, unless refused by the employee.

3.04 Duly authorized representatives of Local 114 shall have admission to the place of employment or office of the Company using the Company's normal visitor procedure at reasonable times during working hours to ascertain whether or not the Agreement is being observed by the

parties thereto, or for the purpose of assisting in the adjustment of grievances. Notice will be given before entering premises.

3.05 The Company will provide a glass enclosed bulletin board for the posting of notices of Union meetings and other official functions. Copies of notices to be posted on the bulletin board must first be submitted to the Vice President of Operations or his designated representative in his absence for initialed approval.

SECTION 4: UNION SECURITY

4.01 Any employee who is a member of the Union in good standing on the effective date of this Agreement shall, as a condition of employment, maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.

4.02 Any employee who on the effective date of the Agreement is not a member of the Union and any employee thereafter hired shall, as a condition of employment, starting thirty one (31) calendar days after the effective date of the Agreement or thirty one (31) calendar days following the beginning of his employment, whichever is the later, acquire and maintain membership in the Union to the extent of paying the initiation fee and the periodic membership dues uniformly required of all Union members.

4.03 No employee shall be terminated for non-payment of Union dues and/or fees until the Union has given written notice to the employee and the Company that the employee is delinquent in the payment of dues or fees and that he must be terminated unless the delinquency is paid within ten (10) days from delivery of the notice.

4.04 The Union agrees to indemnify against any suits, claims, demands, or other such liabilities imposed upon the Company arising from actions taken by the Company for the purpose of complying with Sections 4 or 5 of this Agreement

SECTION 5: CHECKOFF

5.01 The Company agrees that it will deduct dues and fees of the members of the Union and pay the dues and fees to the Union in accordance with the Union's written authorization and assignment form as may periodically be amended by the Union. If so amended, the Union will provide the Company with a copy of the new form to be used in the future.

SECTION 6: WORK WEEK

6.01 (A) Warehousemen shall be guaranteed forty (40) hours of work at the minimum rate guaranteed in section 17.01 for each week that they report for work on each regularly scheduled work day of the work week and work the hours requested of them by the Company, except where failure to provide work is for reasons beyond the Company's control, as for example: fire, flood, snow storm, strike or act of God. Any time missed by the employee will reduce guarantee by the amount of time missed. This guarantee applies to base pay rates only, without including any incentive pay or incentive rates.

 (B) For each week that a driver reports for work on each regularly scheduled work day of the work week and works the hours requested of him by the Company, the driver shall be guaranteed either forty (40) hours pay at minimum hourly rate if in hourly pay plan or, if in Activity Based Compensation program, the minimum weekly guarantee. See Section 17.02. This guarantee shall not apply where the failure to provide work is for reasons beyond the Company's control, as, for example: fire, flood, snow storm, strike, or act of God. Any time missed by the employee will reduce guarantee by the amount of time missed.

6.02 Time and one-half shall be paid for hours in excess of forty (40) hours per week.

6.03 Any work done earlier than a regularly scheduled starting time shall be paid for at time and one half rates even though the employee does not work a full shift. (Employees will only be called in early on temporary occasions so that the Company can economically and efficiently run its business.)

6.04 The Company will post a schedule showing the starting time for each employee. Any changes will be posted at least three (3) days in advance. Any employee scheduled to start at a certain time who reports on time shall be paid from that time, even if the employee, at the Company's request, does not start to work until later.

At the time the Company posts such changes, it will record on the actual posting the date and time it was actually posted for examination by the employees, and will provide the Union steward (or alternate) who is on duty in the warehouse, or who is otherwise present at the time of the posting, a copy noting the actual date and time of that it was posted for examination by the employees. The management person doing the posting shall sign both the actual notice and the copy for the Union steward attesting that the actual posting date and time information is accurate.

If the start time of a day warehouse employee's bid is to be changed by more than one (1) hour for five (5) consecutive work days, more than two (2) times during the normal bid period, such job will be re-bid. This does not change the present practice of "off shift" overtime. The start times shall be listed with all bids and re-bids.

6.05 Truck drivers picking up their trucks at the Cincinnati, Ohio, location will not be required to gas or oil their trucks. Truck drivers originating from shuttle points or drivers on overnight routes will be responsible for fueling and checking oil, when necessary, of the tractors and trailers they are driving. All drivers on the Activity Based Compensation program will receive 20 minutes component time for fueling and maintenance functions. All drivers will receive training sufficient to permit each one to perform the basic functions of fueling and checking of oil for both trucks and trailers. In addition the Company will provide each driver with a call in procedure for maintenance needs. Truck Drivers are responsible for taking trash and debris out of their trucks.

Warehousemen will be asked to do janitorial work not related to their primary job, limited to the clean up of damage or spills and removal of wrapping and packaging materials left in the aisles or on the dock. These janitorial tasks are subject to seniority. In addition, warehousemen will be responsible for the movement of carts and or pallet jacks to and from storage as well as the movement of pallets within the warehouse. These tasks are subject to seniority.

Non-Union employees and shuttle drivers who do not regularly drive Company trucks or tractors are not considered qualified to obtain over-the-road driver status until road tested and

qualified, as determined by the sole discretion of the Company. The non-Union help hired to gas and oil the trucks will be permitted to drive the trucks on Company property and to pick up or deliver damaged goods or other product being donated to charitable institutions or organizations.

6.06 The normal work day shall consist of an eight (8) hour day, a ten (10) hour day or a thirteen and a third (13.33) hour day exclusive of the established unpaid lunch for those workers on hourly pay schedule. For those drivers on the Activity Based Compensation program, the normal day will consist of completing their assigned jobs, as decided by the Company, but meeting all legal requirements. The normal work week shall consist of:

- (A) Five (5) days of eight (8) hours each;
- (B) Four (4) days of ten (10) hours each; or
- (C) Three (3) days of thirteen and thirty-three hundredths (13.33) hours each.
- (D) The normal work week begins on Sunday at 6:00 a.m. and is completed on Sunday at 5:59 a.m.

(E) The regular schedule of any driver employed as of June 29, 2002, referred to below as a "current driver", shall include Saturdays and Sundays off, subject to the 20% rule set forth below, as follows:

- (1) a current driver working a 3 day/13.33 hours per day work week shall be regularly scheduled for three consecutive days off, two of which shall be Saturday and Sunday;
- (2) a current driver working either a 4 day/10 hours per day work week, or a 5 day/8 hours per day work week, shall be regularly scheduled for Saturdays and Sundays off;
- (3) the Company may schedule up to 20 percent of the total routes at any location to include Saturday and/or Sunday work, and/or less than three consecutive days off, without violating the guarantees set forth in (E)(1) and (E)(2) above; and
- (4) the guarantees set forth in (E)(1) and (E)(2) for drivers do not apply to any driver hired after June 29, 2002 until such time as such new hire hits the top 70% of the driver seniority list at that location.

(F) The regular schedule of any warehouse employee employed as of June 29, 2002, regardless of whether he is scheduled for a 5 day/8 hours per day work week or a 4 day/10 hours per day work week, shall include two consecutive days off. If a warehouse employee is regularly

scheduled to work Saturday, he will be scheduled for Sunday and Monday off. If a warehouse employee is regularly scheduled to work Sunday, he will be scheduled for Friday and Saturday off. Warehouse employees hired after June 29, 2002 may be scheduled without regard to the guarantees in this subsection (F) until such time as such new hire hits the top 70% of the warehouse seniority list at that location.

(G) If by agreement of the supervisor and non-probationary Union employee, there is no further productive work in a scheduled shift, the employee may leave prior to the end of the shift, and the guarantee in Section 6.01 will be thereby reduced; the Company will by the rule of seniority allow employees to go home early.

6.07 There shall be two (2) fifteen (15) minute daily rest periods (breaks) during each fully scheduled eight (8) hour shift worked by an employee. There shall be two nineteen (19) minute rest periods in each scheduled ten (10) hour shift for those workers under the warehouse bid classification. There shall be two twenty three (23) minute rest periods (breaks) in each scheduled thirteen (13) hour shift for those workers under the warehouse bid classification. An employee who is anticipated to work two (2) or more hours of overtime will be entitled to an additional fifteen (15) minute rest period during the first hour of such overtime as scheduled by the Company. For each additional two (2) or more hours of overtime an employee is anticipated to work, they will be entitled to an additional paid rest period at the end of the previous two (2) hours of overtime worked.

For route drivers working under the Activity Based Compensation program lunch and breaks for drivers will be at their discretion as long as they meet the necessary time commitments for customers as designated by the Company's Transportation Department, consistent with legal and contractual obligations. The Company will be the sole judge as to whether or not the time commitments are being met.

6.08 An employee scheduled to start at a certain time and reporting on time shall be paid from that time, even though he does not start to work until later.

6.09 Due to the nature of the Company's business and the necessity of prompt and timely deliveries, the Union and the employees recognize and agree that it is necessary from time to time

and at any time to work overtime in order to meet customer requirements. When requested to do so, an employee must work overtime and their day is not complete until they have been formally released by the Company. The Company may not require a driver to work more than one of his scheduled off days each week, but the Company may request a driver to do so, and the driver may accept or refuse such request at his choice.

6.10 During the normal work week, overtime will be offered by seniority to the employee(s) then available at the plant in the department (as stipulated in 10.02) where the overtime work is needed. If more employees are still needed after all employees available in the department have been asked to work overtime, the Company may, at its discretion, ask qualified employees available at the plant from other bargaining unit departments to work overtime. If the Company still needs additional employees to work overtime, after it has asked all available qualified bargaining unit employees to work overtime, it may ask qualified employees available at the plant from non-bargaining unit departments to work.

Off-shift overtime will be offered by seniority to the employee(s) in the department (as stipulated in 10.02) where the overtime work is needed. If more employees are still needed after all employees in the department have been called, the Company may, at its discretion, call qualified employees from other bargaining unit departments to work off-shift overtime. If more employees are still needed after all bargaining unit employees have been called, the Company may, at its discretion, use qualified non-bargaining unit employees to work off-shift overtime. Once a position has been filled by the most senior Union employee available and qualified to do the required work at that location, the position will be filled and no other person, regardless of seniority, can require a further change.

6.11 Time and one half shall be paid for all hours worked in excess of forty (40) in any one week. Hours worked shall include Holidays, Personal Days, Jury Duty, and Funeral Leave.

6.12 Any employee called in or put to work on an off-shift shall receive a minimum of four (4) hours of work or four (4) hours of pay at one and one-half (1-1/2) times their straight time hourly rate.

6.13 The Company shall not permit any employee to do any work before officially being on the clock or after being officially taken off the clock.

6.14 The Company will abide by any federal or state regulation fixing the number of hours of work for employees.

6.15 Because of the critical time factor in the Company's business, it is agreeable the Company can use spot labor or casual personnel on a one for one basis for all absences except vacation and worker's compensation absences for Night Warehouse only. It is understood that this will not be done if it is to affect any employee's forty (40) hour weekly guarantee. This will not be used to prevent hiring a regular, full-time employee. If possible, the Company will inform the Union steward of this use in advance of the action.

6.16 Any person excluded from this Agreement will not make deliveries (regardless of the number of cases) on a consistent basis. The exceptions will be, but not limited to, when the customer has time constraints for delivery, emergency situations as directed by the Company and where a Union employee is not readily available with the qualifications to perform the job or task, and where the job or task will put a Union employee out of D.O.T. hours before completion of job.

6.17 Each employee shall report for work at the work station properly dressed in clothes suited to perform the duties of the job. Employees being assigned into the freezer after the shift has convened will be allowed a reasonable amount of time to change into the proper attire and a reasonable amount of time after they leave the freezer to remove their freezer attire, excluding the end of shift. If at the beginning of the shift an employee is assigned to work in the freezer and/or cooler, and it is not his regular bid job, he will be allowed a reasonable amount of time to change clothes.

Drivers shall wear only Company-provided shirts, pants, or shorts, and hats. Teamster's pins or patches may be worn, provided they do not obscure Sysco logos and are not larger than the Sysco logos.

6.18 The work week shall begin on Sunday at 6:00 a.m. and end on Sunday at 5:59 a.m. Employees will be paid on what would be their following Friday work day. Paychecks will be distributed at the beginning of the work shift if the checks are then in the Company's possession.

6.19 No Union work will be performed on Saturday or Sunday by non-Union employee(s) for work normally performed by a Union employee. Exceptions would include emergency Will Call pickups by Marketing Associates and or Sales Management and or Customers.

SECTION 7: HOLIDAYS

7.01 Each employee shall receive a holiday pay allowance. This allowance is equal to the hourly wage rate for all warehouse employees under the hourly wage rate at straight time. For drivers, holiday pay is calculated by the following formula: $1/52^{\text{nd}}$ of prior years W2 (or a portion thereof based on weeks worked in prior year) divided by 40 and times the number of hours in the employee's regularly scheduled workday (i.e., 8 hours, 10 hours, or 13.33 hours). Holidays include the following seven (7) holidays:

New Year's Day

Thanksgiving Day

Memorial Day

Labor Day

Christmas Day

Fourth of July

Employee's Birthday

7.02 The employee's birthday must be taken in one of the five (5) weeks--the two (2) weeks before the birthday, the week of the birthday, or the two (2) weeks after the birthday. Any exception to this must be in writing and signed by the Union Steward, the employee and the Company. The birthday holiday cannot be taken during a week in which a holiday listed in 7.01 occurs. It is the responsibility of the employee to arrange the birthday holiday with his shift manager, giving his shift manager at least one (1) week's notice. This day will be adhered to by the Company. No more than one (1) employee from each shift may take his birthday holiday on the same day unless prior approval has been received from the Company.

7.03 Holiday pay allowances will be given subject to the following terms and conditions:

(A) The employee has successfully completed one hundred twenty (120) days of continuous employment;

(B) The employee shall have worked the full regularly scheduled work day immediately before, the full day of the holiday, if scheduled, and the full regularly scheduled work day immediately after the holiday. The election of a personal day immediately before, or the day of, if scheduled to work, or the immediate day after the holiday will make the employee ineligible for holiday pay.

(C) If one of the holidays listed in 7.01 falls on Sunday, it shall be observed on the following Monday.

(D) If one of the holidays listed in 7.01 falls on Saturday, it shall be observed on the preceding Friday;

(E) Holiday pay allowance shall not be given for any holiday which occurs during a period of layoff, during a leave of absence, during an industrial injury leave, or following the effective date of discharge;

(F) When a holiday occurs during an employee's vacation or on a Saturday, the employee will, subject to the terms and provisions of Section 7, be given the option of receiving holiday pay allowance, or another day off with pay.

In the event an employee elects to take the additional day off in lieu of the holiday pay allowance, such day must be scheduled by mutual agreement in writing by the Union employee and the Company.

(G) The Company may require an employee to work on a holiday. In such case, the employee may choose either: (1) to be paid straight time (ABC rate for drivers) for his regularly scheduled hours plus 1.5 times his regular rate (ABC rate for drivers) for all hours worked that day; or (2) work that day at straight time (ABC rate for drivers) and, on a mutually agreed subsequent date, take a day off with pay (ABC rate for drivers). There is a minimum of four (4) hours work for any such employee on the day of the holiday.

The holiday for the night warehouse is the eve of the observed holiday. The middle shift will follow the day shift pay schedule.

SECTION 8: VACATIONS

8.01 An employee who on the anniversary date of his employment shall have completed one or more years of continuous service with the Company shall receive a vacation with pay subject to the terms and conditions set forth in this Section.

8.02 A regular full-time employee shall become eligible for a vacation in accordance with the following schedule:

<u>Length of Continuous Service</u> <u>on Vacation Eligibility Date</u>	<u>Length of Annual Vacation</u>
One year service:	One week vacation
Two years service:	Two weeks vacation
Seven years service	Three weeks vacation
Fifteen Years service	Four weeks vacation

"Continuous Service" is defined in Section 10.05.

Where an employee has missed more than two (2) months of work due to a layoff for lack of work or a leave of absence, or any other absence, including absences for injury or illness (work-related or not work-related), he shall receive a pro-rata vacation benefit during any year(s) affected by the absence. The employee shall receive one twelfth (1/12th) of the vacation benefit to which he would be entitled in a full vacation year for each full calendar month of service performed since the vacation eligibility date preceding the layoff for lack of work or the leave of absence.

8.03 A vacation work planner will be posted on December 1 for all vacations the following year. The Company will indicate in any given week if more than the contractual number of employees will be allowed to take a vacation that week. Vacation weeks after being assigned, will be awarded by seniority. Anyone not signing up by December 31 will be awarded vacation time on a first come, first serve basis. The vacation schedule will be posted by the end of the fourth week of December, and no changes will be made, except by mutual agreement of the employee and the Vice

President or his designated representative. Vacation scheduling at all Company locations will be scheduled independent of any other location.

At the time the Company posts the vacation planner, the Company may block out no more than six weeks during which vacation may not be taken. If the Company later determines that business conditions would allow employee vacations in any of those blocked out weeks, or that the number of employees who can be off on vacation in any given week is larger than originally posted, the Company will post those additional weeks and allow employees to re-bid based on seniority.

No more than four (4) Cincinnati-based drivers will be on vacation at any one time; no more than two (2) drivers at any one shuttle location will be on vacation at any one time; no more than four (4) Night Warehousemen will be on vacation at any one time; no more than one (1) shuttle driver can be on vacation at any one time; and no more than three (3) Day Warehousemen will be on vacation at any one time, unless so indicated on the vacation work planner, which will remain posted in the enclosed glass case provided for Union notices.

If an employee transfers from one department to another for whatever reason, the Company will maintain his already existing vacation schedule.

By mutual agreement, an employee who cannot work because of illness or injury may apply his accumulated vacation time to this period of absence. He will present verifiable evidence of such illness.

8.04 During the first twenty-four (24) months of employment an employee's vacation eligibility date shall be his date of hire or re-hire. After he has completed twenty-four (24) months of employment, an employee's vacation eligibility date shall be January 1 of the year in which he was hired for the purpose of Paragraphs 8.02 and 8.03. An employee's actual date of hire will be used to resolve disputes as to which employee will take his vacation during a period which in the determination of the Company cannot accommodate the employees seeking such vacation period.

8.05 No employee may take a greater consecutive vacation than that period of time specified in Paragraph 8.02 for the employee's continuous length of service.

8.06 Unless otherwise agreed as set forth below, vacations may not be accumulated from one vacation year to another vacation year but must be taken in the vacation year in which earned. However, at the request of either party, the Company and any employee may agree that that employee's vacation will be carried over to the next year, rather than have a "use or lose" situation. Any carry over of vacation shall be only upon the voluntary agreement of both the employee and the Company, and nothing in this provision shall be construed as allowing the Company to cancel an employee's scheduled vacation.

8.07 A one-week vacation entitles an employee to three (3), four (4) or five (5) consecutive work days off (depending upon shift week schedule) with pay equal to previous year's W-2 divided by the number of full weeks worked. Two weeks vacation entitles an employee to six (6), eight (8) or ten (10) work days off (depending upon shift week schedule) with pay equal to previous year's W-2 divided by the number of full weeks worked. Three weeks vacation entitles an employee to nine (9), twelve (12) or fifteen (15) work days off depending upon shift week schedule) with pay equal to previous year's W-2 divided by the number of full weeks worked. Four weeks vacation entitles an employee to twelve (12), sixteen (16) or twenty (20) work days off (depending upon shift week schedule) with pay equal to previous year's W-2 divided by the number of full weeks worked. In all cases vacation days must be taken consecutively. However, vacation weeks do not have to be taken consecutively but if so desired, and if available, they may be taken consecutively.

8.08 An employee who is discharged for just cause before he has met the vacation eligibility requirements shall not be entitled to any vacation benefits. An employee who meets the other vacation eligibility requirements who quits or resigns shall receive a pro-rata vacation benefit.

8.09 Vacation pay will be given to Union employees on the last pay day before their vacation week(s) begin.

SECTION 9: MANAGEMENT RIGHTS

9.01 The Union recognizes that, subject to the express provisions of this Agreement, the supervision, management and control of the Company's business, operations, working forces, and

plants, are exclusively vested in the Company. Without limiting the generality of the foregoing, the Union recognizes that, subject to the express provisions of this Agreement, the following rights (by way of example and not by way of limitation) are vested exclusively in management; to plan, direct and control the Company's business, operations, locations, methods and working forces; to hire, assign, suspend, promote, transfer, or lay off employees and, for just cause, to discipline or discharge employees; to determine the job classifications, set the standards of performance, set the schedules of work, and the work to be assigned to employees; to introduce or discontinue any production methods or facilities; and to require employees to observe the reasonable Company rules and regulations not inconsistent with the Agreement.

SECTION 10: SENIORITY

10.01 Seniority as used herein means the rights of a regular full-time employee, during the term of this Agreement, as specifically defined herein.

10.02 The Company shall be divided into four (4) departments: drivers, day warehousemen, night warehousemen and middle shift warehousemen. Should an employee transfer from one department to another, the employee's seniority shall date from the last date of hire.

Effective January 1, 2000, the middle shift department and classifications have been eliminated. Thereafter, 12 noon shall be the latest start time for day shift employees, and employees whose start time is after 12 noon shall be considered night shift employees.

10.03 Layoffs and recalls to positions within the bargaining unit shall be made upon a Company-wide basis, and when a layoff or recall is to be made the Company will consider the following factors: an employee must, within the sole discretion of this Company, have the demonstrated ability, be immediately available to perform the duties of the job, have the ability as used herein meaning that the employee shall be mentally fit to perform regularly the work required, and shall have sufficient skill, experience with the Company, training, versatility, efficiency and productivity immediately to perform the duties of the job in a workmanlike manner.

Any driver disqualified from driving for failure to meet DOT health standards shall be permitted to transfer into a warehouse classification subject to the Company's health standards if and

when there is an available position; the employee will be on probation during the first 42 business days in the new classification.

10.04 A regular employee shall be notified at least one (1) week in advance in the event of a layoff.

10.05 An employee's continuous service with the Company shall commence with his latest date of hire and shall be broken and his employment shall terminate if the employee:

- (A) Voluntarily quits; or
- (B) Is discharged for just cause, unless reinstated through the grievance and arbitration procedure; or
- (C) Fails to report for work after layoff within three (3) working days after proper notice to report for work. Proper notice to report for work shall consist of delivery of a letter of United States mail, certified, return receipt requested, directed to the employee at his address shown on the Company's records (The Company shall not be responsible for ascertaining employees' correct addresses); or
- (D) Obtains a leave of absence under false representation; or
- (E) Engages in gainful occupation during a leave of absence, without the prior written consent of the Company; or
- (F) Is laid off for a period of more than twelve (12) months; or
- (G) Is off work for twelve (12) consecutive months for any reason other than health or medical condition; or
- (H) Is off work for eighteen (18) consecutive months for a health or medical condition.
- (I) Retires

10.06 During the first one hundred twenty (120) calendar days of employment, a newly hired employee shall be considered a probationary employee and shall not be entitled to any rights provided herein. During the first one hundred twenty (120) calendar days of employment the probationary warehouse employee shall be a selector or a loader for training purposes, and during the first one hundred twenty (120) calendar days, the Company may at its discretion assign such

probationary employees to either the dry or the refrigerated selector or loader positions. A probationary driver employee shall remain in the Transportation Department for his full probationary period. If there is no further productive work in a scheduled shift, probationary employees can be sent home at the Company's discretion for the first one hundred twenty (120) days only, after which they will fall into normal seniority. Probationary employees, even though they may be a member of the Union, may be terminated at any time at the sole discretion of the Company. Such termination is not subject to the grievance and arbitration procedure. If for any reason a probationary employee is terminated before he completes his full probationary period, and re-hired within a 12 month period, the probationary time will be reduced by the number of days previously served.

10.07 The Company will post notice on the bulletin board any permanent vacancies which occur in a department for three (3) working days. The successful bidder shall be selected by the Company applying the factors of Paragraph 10.03. When, in the opinion of the Company, no applicants are capable of filling the job vacancy satisfactorily, the Company shall not be required to make any assignment and the Company may hire new employees for such vacancies. The successful bidder will be given a trial period of no more than thirty (30) business days. If he is disqualified at the end of this period and/or any time during the thirty (30) day trial period, he shall return to the department from which he bid. During the bid procedure outlined above, the Company may fill the vacancy temporarily with the least senior department employee available. An employee shall not make more than one (1) change of department in a twelve month period except due to lay off. If an employee's job comes open and the employee due to lay off has bumped to another shift, the employee will not be excluded from re-bidding on the job opening by seniority.

10.08 Within thirty (30) days after the execution of this Agreement, the Company will supply the Union with a seniority list of all employees within the bargaining unit. When an employee is hired, the Union will be notified and given the date of employment.

10.09 It is the responsibility of each employee to keep the Company informed of his or her current home address and phone number, on forms to be supplied by the appropriate supervisor, who will acknowledge receipt of any such changes.

10.10 Employees may request, in writing, a leave of absence which will be granted or denied by the Company within three (3) days after the request is filed. The granting of a leave of absence is in the total discretion of the Company. The Company will comply with the Family Medical Leave Act (FMLA), as attached in Exhibit B.

10.11 The Company will post a seniority list once each six (6) months, on January 1 and July 1. If no challenge to the list is received within five (5) working days after posting, the list will be deemed correct for the balance of the six (6) month period.

SECTION 11: JOB PREFERENCE

11.01 Truck Drivers will bid on the routes according to their continuous length of service with the Company. Commencing on October 1, 2007*, Truck drivers will bid on routes twice a year according to the following schedule:

April 1 to September 30

October 1 to March 31

*There will be a short 3 month interim bid period from July 1, 2007 through September 30, 2007

Bidding will take place the first week of March and the first week of September respectively. All new bids will start on the first full week after the award of the new bids.

11.02 The Company will post a list of available bid routes four (4) weeks prior to April 1 and October 1. Each route will consist of one (1) day or days and list the start time for that day or days and the defined area for that trip. Such postings shall consist of the master route list of stops assigned to the route. The Company shall also make available for review by the driver an activity report detailing what stops were actually delivered on the route during the four (4) week period prior to the posting of routes. Because the composition of individual routes can change even daily as customer preferences and other business reasons dictate, it is understood that the Company retains the right to change or eliminate routes at any time, at its sole discretion. If the composition of a route

is significantly changed (for example, an entire area or an over night route is eliminated), the affected routes will be re-bid.

11.03 All bids under Section 11.01 shall be made and awarded on a seniority basis during the four (4) week period the list of those routes is posted.

11.04 All drivers shall be permitted to bid in person. In the event that the driver is absent from work for any reason sick leave, vacation, etc. it shall be the responsibility of the driver to bid on the route he desires at his assigned time. An employee not bidding during the assigned time can only bid on the routes remaining when he bid. Drivers not bidding by Friday of the fourth week will be assigned routes by the Company.

11.05 Available routes other than those listed in 11.01, which are bid routes, will be awarded on a daily, staggered, seniority basis; provided that each driver must report at his scheduled time and pick his route promptly upon reporting for work; failing to so report, he must wait until the balance of the drivers have selected available routes under this Section. In such cases where bid routes as listed in 11.01 are not covered on a daily basis by scheduled start time, due to the absence of the driver(s) who bid those route(s), such route(s) will be filled by open driver(s) in this manner; any route becoming open due to absence of the bid driver shall be offered to open drivers by seniority the night before. When an overnight bid route becomes available, it will be offered to qualified available open drivers by seniority. Early start open drivers shall be required to take early start routes which become available after the prior night bidding of the open drivers. In the event no route is vacant due to no drivers calling off the open driver will not be required to do any work until 6:00 a.m. at which time he will fall into seniority with the other open drivers for the purpose of selecting open routes. Early start open bid drivers will not be offered vacation routes or open routes the night before. Vacation routes will be posted at least one week in advance. Vacation routes are available only to open drivers. Any route not covered in Section 11.01, as bid routes or not posted for bid, will be picked the following morning at 6:00 a.m., or thereafter at the appointed starting time. These open routes will be filled by those driver(s) who are available for work by seniority. If such bid route(s) are not selected by the drivers they will be assigned to the least senior driver(s)

reporting for work that day. If a driver due to lack of routes is left in the warehouse, and a driver's job becomes available during the day, the job will be offered by seniority among those drivers in the area.

11.06 When a truck driver quits or is terminated, if his route is not eliminated, it will be bid under the procedures of this article within four (4) weeks after the event of his termination or resignation.

If prior to bid times the complexion of driver routes is drastically changed, those routes affected will be re-bid within four (4) weeks.

11.07 Truck drivers must be able to handle the equipment necessary for each bid in the sole judgment and at the sole discretion of the Company.

11.08 Night Warehousemen will bid on the warehouse classifications and areas according to their continuous length of service with the Company, and bids will be awarded on that basis. Commencing on October 1, 2007*, Night Warehousemen will bid on warehouse classifications twice a year according to the following schedule:

April 1 to September 30

October 1 to March 31

*There will be a short 3 month interim bid period from July 1, 2007 through September 30, 2007

Bidding will take place the first week of March and the first week of September respectively. All new bids will start on the first full week after the award of the new bids.

11.09 There are seventeen (17) Night Warehouse classifications:

1. Shuttle Driver/Docker/Drop & Hook (Shuttle Drivers may be asked to hook up or unhook tractors to and from trailers when not driving).
2. Loader Docker
3. Loader-Dry

4. Loader-Frozen/Cooler
5. Forklift Operator-Dry
6. Forklift Operator-Frozen
7. Forklift Operator-Cooler
8. High Rise Operator-Dry
9. High Rise Operator-Frozen/Cooler
10. Checker/Material Handler-Dry
11. Checker/Material Handler-Frozen/Cooler
12. Selector-Dry
13. Selector-Frozen
14. Selector-Cooler
15. Damage and Returns-Dry
16. Damage and Returns-Frozen/Cooler
17. T.O. Chaser

The Company will determine the number of employees necessary in each classification and area. Notwithstanding the separate classifications for Loader-Dry and Loader-Frozen/Cooler, the Company may, at its discretion, assign a single Loader from either side to load both the Dry and the Refrigerated portions of a single trailer, i.e., the entire trailer.

11.10 Night Shift Classification Moves. In the event that the Company determines that it is necessary to add employees to any classification during the night shift, those moves will be awarded on each side (dry or refrigerated) using the entire seniority list for that side, except for additions to the Selector classifications. Each employee shall be offered all available jobs during each serial set of moves. Each employee (regardless of seniority) will only be allowed one change in classification during each serial set of moves. In the event the Company determines it is necessary to reduce any classification during the night shift, it shall be done by seniority in the classification being reduced. "By seniority" refers to starting with the most senior person affected and if no one elects to be moved, then the least senior person will be forced to move. For any employee to move into another classification, the employee must be qualified for that classification and have all required certifications and/or licenses.

Additions to the Selector classification will be filled by reducing the number of employees in one or more other classifications by seniority in the classification being reduced. Moves between any Selector classifications, regardless of side, will be done by seniority of the classification being reduced. All other moves of employees from dry to refrigerated, or refrigerated to dry, shall be done by seniority of the side being reduced.

Semi-annual bids into the Loader classification shall be protected bids. If a Loader is eliminated during a shift and forced into another classification and a position later opens during the shift in a Loader classification, the employee must move back into the Loader classification (his protected bid job) without regard to any other employee's seniority. Employees with a protected bid are not restricted from utilizing their seniority rights to fill an opening in any other classification. In the event a protected bid job employee elects to move into any other classification during a shift, he forfeits his protected status for the remainder of the shift.

In the event an employee is reduced from a classification and forced into a Freezer Selector classification, the employee may exercise his seniority and displace the least senior Cooler Selector into the Freezer Selector classification, if that employee has less seniority.

When there is a possibility of overtime at the end of a shift, employees on each side (refrigerated or dry) will be asked in the order of their seniority on that side whether they want to leave, finish out the shift on that side, or move to the other side. However, an employee may move to the other side only if less senior employees were sent to the other side during the course of the shift.

11.11 Day Warehousemen will bid on the warehouse classifications and areas according to their continuous length of service with the Company, and bids will be awarded on that basis. Day Warehousemen will bid on the classifications twice a year according to the following schedule: Commencing on October 1, 2007*, Day Warehousemen will bid on warehouse classifications twice a year according to the following schedule:

April 1 to September 30

October 1 to March 31

*There will be a short 3 month interim bid period from July 1, 2007 through September 30, 2007

Bidding will take place the first week of March and the first week of September respectively. All new bids will start on the first full week after the award of the new bids.

11.12 There are ten (10) Day Warehouse classifications:

1. Fork Lift Operator - Dry (Stocker/Putaway)
2. Fork Lift Operator - Frozen (Stocker/Putaway)
3. Fork Lift Operator - Cooler (Stocker/Putaway)
4. High Rise Operator - Dry (Stocker/Putaway)
5. High Rise Operator - Frozen/Cooler (Stocker/Putaway)
6. Checker/Receiver - Dry
7. Checker/Receiver - Frozen/Cooler
8. Damage and Returns - Dry
9. Damage and Returns - Frozen/Cooler
10. Selector/Will Call/Returns

The Company will determine the number of employees necessary in each classification and area.

11.13 Day Shift Classification Moves. In the event that the Company determines that it is necessary to add employees to any classification during the day shift, those moves will be awarded on each side (dry or refrigerated) using the entire seniority list for that side, except for additions to the Forklift Operator classifications. Each employee shall be offered all available jobs during each serial set of moves. Each employee (regardless of seniority) will only be allowed one change in classification during each serial set of moves. In the event the Company determines it is necessary to reduce any classification on a given side (dry or refrigerated) during the day shift, it shall be done by seniority in the classification being reduced. "By seniority" refers to starting with the most senior person affected and if no one elects to be moved, then the least senior person will be forced to move. For any employee to move into another classification, the employee must be qualified for that classification and have all required certifications and/or licenses.

Additions to the Forklift Operator classification will be filled by reducing the number of employees in one or more other classifications by seniority in the classification being reduced. All

moves of employees from dry to refrigerated, or refrigerated to dry, shall be done by seniority of the side being reduced.

Semi-annual bids into the Checker/Receiver classification shall be protected bids. If a Checker/Receiver is eliminated during a shift and forced into another classification and a position later opens during the shift in a Checker/Receiver classification, the employee must move back into the Checker/Receiver classification (his protected bid job) without regard to any other employee's seniority. Employees with a protected bid are not restricted from utilizing their seniority rights to fill an opening in any other classification. In the event a protected bid job employee elects to move into any other classification during a shift, he forfeits his protected status for the remainder of the shift.

In the event an employee is reduced from a classification and forced into a Freezer Forklift Operator classification, the employee may exercise his seniority and displace the least senior Cooler Forklift Operator into the Freezer Forklift Operator classification, if that employee has less seniority.

11.14 Middleshift Warehousemen (if such classifications are reinstated by the Company, see elimination of such classifications in 10.02 effective as of January 1, 2000) will bid on the warehouse classifications and areas according to their continuous length of service with the Company, and bids will be awarded on that basis. Warehousemen will bid on the classifications twice a year according to the following schedule:

Commencing on October 1, 2007*, Middleshift Warehousemen will bid on warehouse classifications twice a year according to the following schedule:

April 1 to September 30

October 1 to March 31

*There will be a short 3 month interim bid period from July 1, 2007 through September 30, 2007

Bidding will take place the first week of March and the first week of September respectively. All new bids will start on the first full week after the award of the new bids.

11.15 There are eight (8) middle shift classifications (if reinstated, see 10.02):

1. Fork lift operator - Dry (Stocker/Putaway)

2. Fork lift operator - Frozen/Cooler (Stocker/Putaway)
3. Checker/Receiver - Dry
4. Checker/Receiver - Frozen/Cooler
5. Damage and Returns - Dry
6. Damage and Returns - Frozen/Cooler
7. Selector/Will Call/Returns - Dry
8. Selector/Will Call/Returns- Frozen/Cooler

11.16 All damage will be reworked by Union employees and put away by Union employees.

11.17 Produce will be received and reworked (run) by Union employees.

SECTION 12 - GRIEVANCE PROCEDURE

12.01 A grievance is defined as a dispute an employee may have with the Company concerning the interpretation, application or violation of the expressed terms of this Agreement. Grievances may be filed individually or collectively without limitation. The Company may answer multiple signature grievances with one collective response.

12.02 Should any such grievance arise, there shall be no suspension of work or slowdown, and the question shall be disposed of in the following manner:

Step 1: Step One is a verbal discussion between the grieving employee(s), his Union Steward, and the Company's Designated Step One Grievance Representative, which should take place as soon as practicable in order to try to resolve the problem and to avoid further steps in the grievance procedure. A request for a Step One discussion must be made within one working day of the events or circumstances giving rise to the grievance. The Company's Step 1 decision on the grievance shall be given to the employee or his steward within five (5) working days thereafter. Unless this Step One process is followed no further steps in the grievance procedure are valid. If Step One does not resolve the grievance, the grievance may proceed to Step Two.

Step 2: Step Two is a written grievance by the grieving employee(s) and/or Steward(s) which shall be submitted to the Company's Designated Step Two Grievance Representative within

three working days of the Step One decision. The written grievance must include an explanation of the problem or issue and state the specific contract paragraphs that are in question. The Company shall respond in writing to the grieving employee(s) and his Union Steward with a copy to be sent to the Union within five (5) working days.

Step 3: Step Three is a hearing among the grieving employee(s), his Union Steward, the Union business agent, and the Company's Designated Step Three Grievance Representative, to discuss the issues raised by the grievance. A request for a Step Three hearing shall be made within five (5) working days of issuance of the answer to Step Two. Unless otherwise agreed, the parties will meet within ten (10) working days of the request for a Step Three meeting. The Company shall give a final answer to the grievance in writing not later than five (5) working days following the hearing, unless the parties agree in writing that the time for answering is extended.

After the conclusion of Step Three, either the Company or the Union may request non-binding mediation with the FMCS. Such mediation shall not be a prerequisite to the arbitration of a grievance under Section 13. However, if mediation is requested by either party, both parties shall participate. Such mediation shall be scheduled as soon as is practicable, and subject to the time restrictions stated in the next paragraph, but shall not delay the scheduling of arbitration unless such delay is agreed to by the parties. The FMCS has the right to refuse a request to mediate. The mediation effort will be confidential, and the fact of mediation will be inadmissible in any subsequent arbitration hearings on the issue mediated. Neither side will seek to introduce any statements or opinions of the FMCS made during the mediation in any subsequent arbitration hearings.

In the event that arbitration is sought by either party, the selection of the arbitrator, the arbitration hearing, and the decision of the arbitrator must be completed no later than sixty (60) working days following the Company's Step 3 decision, or the date it was due, whichever is later, regardless of whether mediation was sought during the interim.

12.03 The time requirements stated in Paragraph 12.02 may be extended only by written agreement of the representatives involved in such step. By written agreement, the grievance may be referred back to a prior step within the applicable time limits.

12.04 If the grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Company's answer, but such settlement shall not constitute a precedent in any other case.

12.05 If a grievance is not answered by the Company within the specified time limits, the Union may declare the grievance granted, and upon notification within five (5) working days of the answer due date, the Company shall comply therewith, but such settlement shall not constitute a precedent in any other case.

12.06 Subject to the provisions of Paragraphs 12.02, 12.03, 12.04 and 12.05 of this Section, no grievance shall be considered unless each step shall be taken within the time provided in this Section.

12.07 All answers, appeals, extensions, referrals and requests for meetings pertaining to written grievances shall be in writing.

12.08 Disciplinary layoffs and discharges shall be treated as all other grievances except that written complaint signed by the suspended or discharged employee shall be filed at Step 2 of the Grievance Procedure within three (3) working days of the effective date of the disciplinary layoff or discharge. To be valid, any write-up will be given to the employee no later than five (5) business days after the event in question or after the Company could have reasonably learned of the event.

12.09 For purposes of this Article, "working days" shall mean Monday through Friday inclusive for the day warehouse and drivers, regardless of the employee's actual workweek, and Sunday through Thursday for night warehouse.

SECTION 13: ARBITRATION

13.01 Subject to the other provisions of this Agreement, a grievance as defined in Section 12, Paragraph 12.01, which has not been satisfactorily settled at Step 3 of the Grievance Procedure,

may be submitted by the Union, but not by an individual employee, to arbitration as set forth in this Section.

13.02 If it desires to arbitrate the matter, the Union, but no employee or group of employees, shall give written notice to the Company, post marked within ten (10) calendar days of the issuance of the answer by the Company in Step 3 of the Grievance Procedure. At the same time the Union shall file a joint request with the Federal Mediation and Conciliation Service to submit a list(s) of nine (9) names from which an arbitrator may be selected by the Union and the Company.

13.03 The arbitrator shall have no power or jurisdiction to add to or detract from or ignore or modify any of the provisions of this Agreement, or to go beyond the issue raised by the original grievance or to determine a grievance, the cause of which arose prior to the date of the execution of this Agreement, or which shall arise after its expiration date as set forth in Section 1 hereof. He shall have no power or authority to substitute his judgment for that of the Company, unless he shall ask an actual determination that the Company has violated one or more of the express and specific terms or provision of this Agreement. He shall have no power or authority to ask a money award which is non-compensatory or punitive in nature or one based upon his opinion that such award is fair or equitable or unfair or inequitable to either party.

13.04 There shall be no strikes, lockouts or slowdowns during the grievance and arbitration process nor shall there be any strikes, lockouts or slowdowns because of any decision of any arbitrator.

13.05 The fees and expenses of the arbitrator will be paid in full by the losing party.

13.06 The decision of the arbitrator shall be final and binding on the Company, the Union, and the employees.

13.07 Unless agreed otherwise, an arbitrator shall have the power to hear or determine only a single grievance in a single arbitration hearing, but at the request of either party, like grievances or multiple grievances having the same underlying issue shall be heard at the same time.

13.08 In the event that arbitration is sought by either party, the selection of the arbitrator, the arbitration hearing, and the decision of the arbitrator must be completed no later than sixty (60) working days following the Company's Step 3 decision, or the date it was due, whichever is later, regardless of whether mediation was sought during the interim.

13.09 For purposes of this Article, "working days" shall mean Monday through Friday inclusive, regardless of the employee's actual workweek.

SECTION 14: STRIKES AND LOCKOUTS

14.01 The parties agree that the Grievance Procedure, Section 12, and Arbitration, Section 13, provided in this Agreement, shall be the sole and exclusive method of resolving grievances and/or claims of employees arising during the term of this Agreement. During the term of this Agreement, there shall be no strikes, work stoppages, slowdowns, or other intentional interruption or curtailment of production.

14.02 The Company agrees that it will not, during the term of this Agreement, lock out the employees.

14.03 The Union agrees that during the term of this Agreement, the Union will not cause or authorize its Members to cause any strike, work stoppage, slowdown, picket line or other intentional interruption or curtailment of production, nor will it condone any such action.

14.04 If the Company's conduct involves a violation of the Labor Management Relations Act which constitutes an unfair labor practice, the Union may pursue its rights before the National Labor Relations Board, but the provisions of Paragraph 14.03 shall nevertheless remain binding upon the Union and the employees.

14.05 In the event any of the actions prescribed in Paragraph 14.03 occur during the term of this Agreement, the Company may discipline, including discharge, any employee who shall engage in activities in violation of this Section. Such disciplinary action will not be subject to the grievance and arbitration provisions of this Agreement.

14.06 It is further agreed that in all cases of an unauthorized strike, slow down, walkout or any unauthorized cessation of work, that the Union shall not be liable for damages resulting from such unauthorized acts of its members or unauthorized officers. Furthermore, the Union will give written notification to striking members that their activities are unauthorized and contractually unprotected.

SECTION 15: UNIFORMS AND BONDS

15.01 Uniforms shall be furnished by the Company for all route drivers, for Company business only, on an as-needed basis. The Company's maximum obligation under this Section shall be:

- 5 - short sleeve shirts or long sleeve shirts (or any combination)
- 5 - pairs of pants
- 5 - pairs of shorts (warm weather)
- 1 - jacket
- 1 - jacket liner

Drivers may purchase up to five (5) T-shirts per year at one-half the Company's cost. If a driver chooses to wear any type of cap or hat, it must meet the standards set forth in Section 6.17. The Company will issue replacement clothing upon direct exchange of the previously issued clothing. Those who have bid on a driver position and have been awarded the job shall wear the Company prescribed uniforms while on the clock, provided they have received proper issuance of same.

Non-probationary warehouse employees and drivers will receive \$100.00 per year as a footwear allowance, such allowance will be paid to eligible employees during the same payroll period, no later than the last payroll period of each December, commencing with December 2007. Employees who successfully complete their probationary period before July 1st of the calendar year

will receive a \$50.00 footwear allowance not later than the second payroll following July 1st, and thereafter will receive the full amount as of December of each year. Employees who successfully complete their probationary period on or after July 1st of the calendar year shall receive the full footwear allowance on the next scheduled December payment. Footwear must meet OSHA requirements for this industry. Overboots will be provided upon request for employees working in the Freezer or Cooler.

15.02 If bonds are required, said bond shall be paid by the Company.

15.03 The Company shall furnish and maintain for employees on all shifts, similar, necessary clothing for employees working in warehouse freezers, and replacement for this clothing will be made upon direct exchange of the previously issued clothing. This clothing shall only be worn and used while directly working on jobs at the Company or as an agent of the Company.

Overshoes will be furnished to those Union employees who go in the warehouse freezer. Those employees asking for and receiving overshoes who, for whatever reason, decide later on that they do not need to use them, will be required to turn them back in or repay the Company the full purchase price. Any employee seeking replacement of overshoes must submit the old overshoes at the time new overshoes are issued. Any exchanges of overshoes must meet needs at the sole discretion of the Company. All employees will be required, as a condition of employment to furnish their own OSHA approved footwear. Per 15.01 a \$100.00 annual footwear allowance is provided.

Freezer uniforms shall be kept clean. The Company will determine the cycle in which the freezer uniforms will be pre-scheduled to be cleaned.

All employees supplied with freezer suits and overshoes must keep this Company equipment on Company premises, preferably in their lockers.

15.04 Worn-out equipment must be presented to the employee's supervisor, who shall inspect the equipment. If the supervisor determines that it is necessary, he may approve replacement or repair as required. In the event any equipment is lost or stolen, it shall be the duty of the employee to replace the equipment at his own expense.

SECTION 16: BREAKDOWNS

16.01 Drivers delayed on the road because of breakdowns of equipment shall be paid for such waiting or watching time at their hourly rate or if on the ABC program at the ABC hourly rate until such time as the equipment is repaired for the continuation of the trip. Such waiting or watching time is to be computed from the time of the receipt of a telephone call from the driver at the Company's designated terminal.

16.02 No employee shall be required to take out a truck that is not road worthy or that does not have the necessary equipment as required by the city, state or DOT.

16.03 It shall be the duty of the driver to report after a trip any defect in the equipment on a form provided by the Company, and the driver shall keep a duplicate copy of the report. A copy of the report will be placed in an open file provided by the Company. Any driver failing to report defects shall be subject to disciplinary action.

SECTION 17: WAGES

17.01 Warehouse - See Appendix A

17.02 (A) Transportation - See Appendix B

(B) For whatever reason if there is no available work for a driver on a given day and he is forced into the warehouse, he will be paid the hourly rate for an employee based upon his length of service plus any incentives earned in any job classification in the warehouse, and will be computed as if he were a regular warehouse employee.

(C) Express Class Driver to operate vans or non-CDL required vehicles. Express Class Drivers are responsible for delivery of products to shuttle points and/or customers as needed. They are not to be used to circumvent regular work opportunities away from Class A Drivers. Their rate of pay will be \$3.00 per hour less than the hourly rate in effect at that time for a driver on the hourly system.

17.03 The language of this former section is now part of 11.06.

17.04 The Company shall pay in addition to the specified contractual basic minimum hourly rate specified above, a shift premium of \$.20 per hour for all employees assigned to work on the night shift, excluding drivers.

17.05 The Union recognizes that the Company retains the right to develop wage incentive plans above any rates listed in Paragraph 17.01 and 17.02.

17.06 Attendance/Safety Incentive. In any week in which an employee has perfect attendance, as described below, the employee's hourly rate for that week will be increased by \$0.25 per hour. Perfect attendance means no unexcused absences, no tardy arrivals, no failing to work full scheduled shift, and no missed time injuries. The attendance incentive will not be available to any employee working outside his bid classification on any kind of work hardening or transitional duty program.

SECTION 18: SAVINGS CLAUSE

18.01 It is the intention of the parties hereto to comply with all applicable provisions of state or federal law, and they believe that each and every part of this Agreement is lawful. Any provisions shall be declared invalid or inoperative only by a court of last resort and final jurisdiction. In such event, the Union and the Company will re-negotiate the invalid provisions as soon as possible for the purpose of adequate replacement. Should any provisions of this Agreement be declared illegal, invalid or inoperative as above set forth, the declaration shall not affect the other provisions of this Agreement.

SECTION 19: VETERAN CLAUSE

19.01 Any regular employee who enters the United States Armed Services shall have his seniority accrue while in the Armed Services and shall, on written request within four (4) months after receiving his honorable discharge, be entitled to his former job, provided he is still qualified to perform the duties of the job. In the event his previous job no longer exists, he shall be reinstated at the work most closely related to his former work for which he is qualified.

Upon the Company's receipt of an employee's written orders, the employee will not lose overtime for the week if he leaves early for reserves or the National Guard, but his guaranteed work week will be reduced by those regular hours missed.

SECTION 20: INSURANCE

20.01 During the term of this Agreement, the Company agrees to maintain health insurance for bargaining unit employees on the same terms and conditions as provided for the Company's Marketing Associates, as modified from time to time at the Company's discretion.

For employees eligible for medical benefits hired before July 1, 2007 who complete their 120 day probationary period, the Company will cap any health insurance premium increases at \$2.00 per week per calendar year per employee for "employee only" coverage, and \$4.00 per week per calendar year per employee for employee and other dependant coverages. Any changes or adjustments to employee co-premiums shall take place as of January 1st of each calendar year with the first change on January 1, 2008.

Employees hired on or after July 1, 2007 shall be eligible for participation in these health insurance benefits on the first day of the month next following the successful completion of their 120 day probationary period. The co-premium of such employees will at all times be equal to those co-premiums charged to the Company's Marketing Associates for like coverages.

SECTION 21: PENSION PLAN

21.01 During the term of this Agreement, the Company agrees to maintain a pension plan for unit employees on the same terms and conditions as provided for the Company's Marketing Associates, as may be modified from time to time at the Company's discretion.

21.02 During the term of this Agreement, the Company agrees to maintain a savings incentive plan/401(k) for unit employees on the same terms and conditions as provided for the Company's Marketing Associates, as may be modified from time to time in the Company's discretion.

SECTION 22: NON-DISCRIMINATION

22.01 As an equal opportunity employer, the Company will not discriminate against any applicant for employment or against any employee because of membership or non-membership in any labor organization, or because of race, religious creed, color, national origin, sex, ancestry, veteran status, age, or disability. The Union agrees to support the principles of equal opportunity employment. The masculine gender as used in this Agreement applies to all employees regardless of sex.

SECTION 23: MISCELLANEOUS

23.01 Where the question of the physical condition of an employee is involved, the Company may require the employee to be examined by a physician of its choice. If the Company physician and the employee's physician disagree, the Company and the Union shall mutually agree on a third physician to make the final and binding decision. The expense of the third physician will be shared equally by the Union and the Company.

23.02 The Company shall have time clocks or time book for employees to check the time worked.

23.03 Normally, the productive aspects of the warehouse and delivery operations will be performed by employees of the Company within the bargaining unit; however, supervisory personnel may do such work in the instruction of the employees, in the demonstration of procedures, in cases where employees within the bargaining unit, with the skill and ability to perform the required job, are not immediately available, or work required by conditions which, if not performed, might result in interference with operations, bodily injury or damage to merchandise or equipment or if the provisions of paragraph 6.10 apply. Non-Union personnel may operate yard tractors on Company premises, and pick up and deliver rental tractors and trailers and other equipment used for storage space, as necessary within the Company's discretion. To the extent permitted by this Agreement, in the event that non-bargaining unit personnel are used to perform bargaining unit work, such non-bargaining unit personnel shall go to the bottom of the seniority list.

23.04 Funeral leave will be granted in the event of the death of the father, mother, grandparent, husband, wife, children, grandchildren, brother, sister, mother-in-law or father-in-law, current step children, current step parent, current brother-in-law, current sister-in-law, or ex-spouse when child is under age of 18. The employee will receive a maximum of three (3) days' time off including the day of the funeral and the two (2) days preceding the funeral with pay equal to twenty four (24) or thirty (30) times his basic hourly rate of pay. Payment shall not be made for absences on any day on which the employee would not in any case have worked. The Company has the right to require reasonable proof of death and the relationship of the deceased. In the event that an employee is notified during his shift that any of the above family members has died, and they leave during their shift, they will not be charged with an attendance violation for that day.

23.05 Subject to the provisions stated below, employees hired prior to July 1, 2007 will receive one personal day after six months of continuous employment, a second one after one year of continuous employment, and a third one after eighteen months of continuous employment. At the end of the employee's second year of continuous employment, the employee will receive additional personal day(s) as provided below based on their date of hire. An employee hired January through March will receive four (4) days, April through June three (3) days, July through September two (2) days, and October through December one (1) day. Thereafter they shall be entitled to the number of personal days specified below upon completion of the requisite time of continuous employment.

(A) Employees hired on or before July 1, 2005 shall be entitled to an additional unscheduled personal day as of July 1, 2007, and effective January 1, 2008, will be entitled to six (6) personal days each January thereafter until they complete sixty (60) months of continuous employment.

(B) Employees hired after July 1, 2005, but before July 1, 2007 will be entitled to another additional unscheduled personal day upon the completion of twenty four (24) months of continuous employment and thereafter will be entitled to six (6) personal days each January until they complete sixty (60) months of continuous employment.

(C) Employees with sixty (60) or more months of continuous employment as of January 1, 2009 will be entitled to an additional personal day (max seven (7) days of personal leave) as of January 1, 2009, and to seven (7) personal days each January thereafter. Employees hired before July 1, 2007 who do not have sixty (60) months of consecutive employment by January 1, 2009 will receive the additional unscheduled personal day (to a max of seven (7) days) upon the completion of sixty (60) months of continuous employment, and thereafter will receive seven (7) days personal leave each January thereafter.

(D) Employees hired on or after July 1, 2007 will receive one (1) personal day after six (6) months of continuous employment, another after one (1) year of continuous employment,

another after eighteen (18) months of continuous employment, another after twenty four (24) months of continuous employment, two (2) after thirty six (36) months of continuous employment, two (2) after forty eight (48) months of continuous employment, and two (2) after sixty (60) months of continuous employment. Then they will receive seven (7) personal days each January thereafter.

(E) Regardless of the number of personal days to which an employee may be entitled, the employee is required to schedule not less than two (2) of those personal days by mutual agreement with the Company and the employee on a first come basis with seniority deciding any conflict between employees. Personal days may not be carried over from year to year and employees will be paid for any accrued and unused personal days not taken in the calendar year. Upon termination of employment, employees will be paid for any unused personal days that have been accrued except for employees terminated for just cause.

SECTION 24: JURY DUTY

24.01 Any regular full-time employee who is required to serve on a jury will be given the necessary time off for such purpose. In the event that such service interferes with or prevents an employee from working any of his regularly scheduled hours, he shall receive his regular straight-time rate of pay (without regard to shift or other premium pay), less the amount paid for Jury Duty for actual time lost from his scheduled shift up to eight (8) hours in each day by reason of such service, subject to the following provisions:

(A) Not to exceed the equivalent of 80 hours at straight time pay based upon the employee's years of continuous service with the Company.

(B) All checks or money received from any court for jury duty will be turned over or endorsed over to SYSCO Food Services of Cincinnati, LLC before the employee will receive his normal pay check for days served on jury duty.

(C) Drivers Jury Duty Pay will be calculated using the same formula set forth above for calculating Holiday Pay in Section 7.01.

Upon request the Company will furnish the employee a written request to be excused from Jury Duty. While this is not a guarantee the employee will be excused the Company will make every effort to get the employee excused.

Executed this 27th day of June 2007.

General Teamsters Local Union No. 114, an Affiliate of the
International Brotherhood of Teamsters

(Signed) _____

SYSCO Food Services of Cincinnati, LLC

(Signed) _____

Joseph P. Calabrese
Joseph P. Calabrese
President and CEO

EXHIBIT A

SYSCO FOOD SERVICES OF CINCINNATI, LLC POLICY ON ALCOHOL AND DRUG USAGE

SYSCO Food Services of Cincinnati, LLC is concerned with its employees' safety and realizes that the state of an employee's health can affect job performance and safety. Employees impaired by the use of alcohol or drugs while on the job pose serious safety and health risks to themselves and co-workers. Early recognition and treatment of alcohol or drug dependency problems is important to rehabilitation. Normal Company events such as sick leave, group hospitalization, etc., are available to aid in any rehabilitation process.

Effective July 1, 2007, SYSCO Food Services of Cincinnati, LLC has established this policy with regard to the manufacture use, possession, or sale of alcohol and drugs and has determined that any refusal to cooperate with the Company's request for a drug screen or sobriety examination will result in immediate suspension and ultimate discharge of an employee, in the absence of circumstances acceptable to the Company.

* * * * *

I.

No employee shall report for work or remain on duty while impaired by alcohol or drugs. The use, possession, or sale of alcohol or drugs by any employee during working hours, or on Company property, or while in possession of or while using any Company equipment, is prohibited, and cause for immediate termination. If the Company receives a positive drug or alcohol test result for any employee in connection with a random test, an accident-related test, or any other test, that employee will be terminated. This provision will take precedence over any discretionary rehabilitative opportunities otherwise permitted, but not required by law.

II.

Use of legally obtained drugs (including alcohol or other chemicals) which adversely affects job performance or safety is prohibited.

Definitions:

(a) "Alcohol" means ethyl alcohol (ethanol) and includes all liquids containing ethyl alcohol;

(b) "Drug" means any substance or chemical that has send or function altering affects on the human body, including prescription and over-the-counter medications;

(c) "Possession" means on one's person, in one's personal effects, in one's vehicle, or under one's control;

(d) "Sale" means any exchange, transfer, or sharing whether for money or otherwise;

(e) "Impaired" means a condition wherein any of the body's sensory, cognitive, or motor functions or capability area altered, diminished, or affected. This means drugs or alcohol in violation of local, state, or federal laws;

(f) "Use" means any form of consumption, ingestion, inhaling, or injecting.

III.

SYSCO Food Services of Cincinnati, LLC in its normal course of business and in compliance with the Drug Free Workplace Act of 1988 must be able to certify that it is in compliance with such act.

V.

Drug Screen and Sobriety Examinations:

SYSCO Food Services of Cincinnati, LLC may require an employee to submit to a blood or breath testing, urinalysis, or other screening in conjunction with a physical examination when:

(a) The use of alcohol or a drug or other impairing substance during work or within close proximity to reporting time is indicated; or

(b) Any incidents or accident resulting in injury, lost time, or damage to property.

(c) All employees are required to consent to such testing as a condition of continued employment.

VI.

Rehabilitation:

Employees who voluntarily disclose alcohol or drug abuse before any disciplinary action is warranted or taken under this policy will be entitled, on a one-time basis, to participate in the Company's substance abuse rehabilitation program, as defined in the Company's benefit program. Successful participation and completion of a drug abuse rehabilitation program, alone, will not result in the discharge of an employee. Eligibility for participation in the Company's substance abuse rehabilitation program is predicated upon voluntary self-disclosure. Company detection of alcohol or

drug use or dependency will preclude an employee's participation in a rehabilitation program, free of disciplinary action.

VII.

The Department of Transportation has additional requirements for drivers. All requirements and regulations under federal law now in effect and as thereafter amended, modified, or implement by the appropriate state of federal Departments of Transportation. SYSCO Food Services of Cincinnati, LLC will set forth any further details or requirements in its "Work Rules" for Union employees.

EXHIBIT B

SYSCO FOOD SERVICES OF CINCINNATI, LLC
FAMILY MEDICAL LEAVE ACT POLICY

SYSCO Food Services of Cincinnati, LLC is in full compliance with the Family and Medical Leave Act (FMLA) of 1993 and will grant leave in accordance with the Act. Under the FMLA, there are two types of allowable leave. One is for placement (birth, adoption or foster placement) of a child. The other type of leave under the law is for a serious medical condition. Employees can take medical leave to care for a seriously ill spouse, child or parent.

An employee who has been employed for at least twelve months and has worked 1,250 hours within the previous twelve months is eligible for leave. An eligible employee is entitled to twelve weeks of FMLA leave in any rolling twelve-month period measured backwards from the date an employee uses any FMLA leave.

An employee must first use any accrued sick time and/or personal days with the remaining period of leave unpaid. However, the total time of paid and unpaid leave will not exceed twelve weeks. Short-term disability benefits may be available to an employee in accordance with our current benefit plan.

Leaves Due to the Birth, Adoption, or Foster Care of a Child

Leave for the birth, adoption, or foster care of a child must be concluded within one year from the date of the birth or placement. If a husband and wife are both employed by our Company, the combined birth/adoption/foster care leave is limited to a combined total of twelve work weeks.

Leaves Due to the Serious Health Condition of an Employee or Family Member

“Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:

- inpatient care;
- an absence from work for more than 3 calendar days involving continuing treatment or supervision by a health care provider; or
- continuing treatment or supervision by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days.

“Continuing treatment” and “health care provider” are defined in the FMLA regulations.

Intermittent Leave

Under the Family and Medical Leave Act, employees may take leave intermittently or on a reduced-leave intermittently or on a reduced-leave schedule when medically necessary, or in the case of the birth, adoption, or foster placement of a child, when agreed to by the Company and the employee. Intermittent leave is taken in separate periods of time due to a single illness or injury. In such cases, the Company may require the employee to transfer temporarily to an available alternative position for which the employee is qualified that has equal pay and benefits and better accommodates the recurring periods of leave than the regular position of the employee.

Foreseeable Leave - Notice by Employees

An employee must provide the Company at least 30 days' advance notice before FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or of a family member. If 30 days' notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.

When planning medical treatment, the employee should consult with the Company and make a reasonable effort to schedule the leave so as not to disrupt unduly the Company's operations, subject to the approval of the health care provider. Employees are ordinarily expected to consult with the Company prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both the employer and the employee. In any event, when notice is given of the need for leave, the Company may, for justifiable cause, require an employee to attempt to reschedule treatment, subject to the ability of the health care provider to reschedule the treatment and the approval of the health care provider as to any modification of the treatment schedule.

Certification

All requests for FMLA leave must be submitted on the Request for Family & Medical Leave of Absence Form.

Employees will be required to provide medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member. The Certification of Physician or Practitioner Form is available from your supervisor and/or Human Resources.

Further medical opinions and periodic recertifications including the employee's status and intent to return to work may be required by the Company during FMLA leave.

Absences of more than five days due to an employee's illness or injury require a physician's statement relating to the absence and the employee's ability to return to work.

Benefits Protection

SYSCO/Cincinnati will maintain an employee's coverage under the group benefits plan while the employee is on FMLA leave whenever such benefits were provided before the leave was taken.

An employee must continue to make weekly contributions for their share of the group benefits premiums. If an employee's share of the premium payment is more than 30 days late, group benefits coverage will terminate; however, when the employee returns from leave, group benefits coverage will be restored to the same coverage and benefits as if leave had not been taken.

An employee may also choose not to retain health coverage during the leave but will be reinstated when the employee returns without any qualifying period, exclusion of pre-existing conditions, etc.

Job Restoration

Upon return from FMLA leave, an employee will be restored to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

The law provides a very limited exemption from the leave requirements for any person determined to be a "key employee". The Company may deny employment restoration to a leave-taking "key employee" if the Company determines that restoration will cause "substantial and grievous economic injury" to our operations and certain notice requirements are satisfied.

Further Information

Questions concerning the FMLA leave should be directed to your supervisor or the Human Resources Department.

APPENDIX A
WAREHOUSE COMPENSATION

Warehouse Base Pay, Incentive Bonus Program, and Compensation Incentive Plan (CIP)

The Company agrees to pay at least the following minimum base hourly rates of pay, plus any earned incentive bonus pay, to warehouse employees covered by this Agreement in accordance with the following schedule:

Minimum hourly rate:

<u>Dates of increases</u>			
July 1, 2007	June 29, 2008	June 28, 2009	June 27, 2010
\$18.15	\$18.75	\$19.30	\$19.80
	June 26, 2011	July 1, 2012	
	\$20.30	\$20.85	

In addition to the foregoing, non-probationary employees in warehouse classifications as of July 1, 2007 will each receive a one-time signing bonus of \$500 payable with the first payroll under this new Agreement.

All employees hired after June 26, 1999, will be paid at a rate between the full wage rate at the time, as defined above, and \$3.00 below that rate, at the Company's discretion. Until such employee has reached the full wage rate, he will receive any general hourly increase which goes into effect, plus a \$0.50 per hour increase after every six months of employment.

New Compensation Incentive Plan (CIP) for Warehouse

The Company may at any time during the term of this contract design, modify, replace and/or implement a Compensation Incentive Plan (CIP) for warehouse employees to replace the current Warehouse Quality Incentive Plan currently contained in Appendix A of the existing agreement upon terms and conditions specified by the Company.

Employees who at the time the new plan is implemented were on the existing incentive plan contained in the current Appendix A will not suffer any loss of their past average incentive earnings under the old plan as a direct result of participating in the new CIP plan.

Until the new Compensation Incentive Plan is implemented, the existing Warehouse Quality Incentive Plan, its terms, as well as the existing Quality Incentive Schedules shall remain in effect.

Night Selector Quality Incentive Schedule (paid on pieces selected)

	<u>Mispicks</u>	Employee Average	Employee Average	Employee Average
		<u>1 per 1,750 – 3,249</u>	<u>1 per 3,250 – 4,749</u>	<u>1 per 4,750+</u>
		Per Piece	Per Piece	Per Piece
Employee % of Standard	105%	\$.0038	\$.0053	\$.0068
	110%	\$.0046	\$.0061	\$.0076
	115%	\$.0054	\$.0069	\$.0084
	120%	\$.0062	\$.0077	\$.0092
	125%	\$.0070	\$.0085	\$.0100
	130%	\$.0078	\$.0093	\$.0108
	135%	\$.0086	\$.0101	\$.0116
	140%	\$.0094	\$.0109	\$.0124

General Conditions to Earn Quality Incentive Pay

- Follow preferred work methods
- Qualify for Safety/Attendance Incentive

Specific Pay Procedures

- All calculations will be performed weekly
- Employee will receive an individual incentive calculation worksheet
- Incentive will be paid each Friday based on the previous week's results

Stocker/Putaway Quality Incentive Schedule (paid on pallets moved)

		Employee Errors (a)
		<u>One error or less</u>
		Per Pallet
Employee % of Standard	105%	\$.0096
	110%	\$.0183
	115%	\$.0263
	120%	\$.0336
	125%	\$.0377
	130%	\$.0414
	135%	\$.0448
	140%	\$.0480

(a) Errors include those related to slot replenishment or stock rotation

General Conditions to Earn Quality Incentive Pay

- Follow preferred work methods
- Qualify for Safety/Attendance Incentive

Specific Pay Procedures

- All calculations will be performed weekly
- Employee will receive an individual incentive calculation worksheet
- Incentive will be paid each Friday based on the previous week's results

Cooler/Freezer Loader Quality Incentive Schedule (paid on pallets loaded)

		Employee Errors (a)
		Error Free
		Per Pallet
Employee % of Standard	105%	\$.0214
	110%	\$.0409
	115%	\$.0587
	120%	\$.0750
	125%	\$.0840
	130%	\$.0923
	135%	\$.1000
	140%	\$.1071

(a) Errors include pallet or product left off truck or loaded on the wrong truck, or loaded in the wrong direction or position on the truck (i.e. reloads)

General Conditions to Earn Quality Incentive Pay

- Qualify for Safety/Attendance Incentive

Specific Pay Procedures

- All calculations will be performed weekly
- Employee will receive an individual incentive calculation worksheet
- Incentive will be paid each Friday based on the previous week's results

Dry Loader Quality Incentive Schedule (paid on pallets loaded)

		Employee Errors (a)
		Error Free
		Per Pallet
Employee % of Standard	105%	\$.0160
	110%	\$.0305
	115%	\$.0438
	120%	\$.0560
	125%	\$.0627
	130%	\$.0689
	135%	\$.0746
	140%	\$.0800

(a) Errors include pallet or product left off truck or loaded on the wrong truck, or loaded in the wrong direction or position on the truck (i.e. reloads)

General Conditions to Earn Quality Incentive Pay

- Qualify for Safety/Attendance Incentive

Specific Pay Procedures

- All calculations will be performed weekly
- Employee will receive an individual incentive calculation worksheet
- Incentive will be paid each Friday based on the previous week's results

Night Warehouse Miscellaneous Quality Incentive Schedule

- Rate calculated on Night Shift Selector Average
- Paid on direct hours worked
- Includes T.O. Chasers, Dockers, and Checkers

Day Warehouse Miscellaneous Quality Incentive Schedule

- Rate calculated on Day Shift Stocker/Putaway Average
- Paid on direct hours worked
- Includes Receivers, Willcall, and Damage>Returns

General Conditions to Earn Quality Incentive Pay

- Follow preferred work methods
- Qualify for Safety/Attendance Incentive

Specific Pay Procedures

- All calculations will be performed weekly
- Employee will receive an individual incentive calculation worksheet
- Incentive will be paid each Friday based on the previous week's results

APPENDIX B
DRIVER COMPENSATION

Drivers electing ABC can opt out at any time. Drivers electing to leave ABC will be allowed back in at future bid cycles at the Company's discretion.

Drivers on the ABC program who have completed their route and returned to the facility will not be required to make any additional deliveries.

Warehouse employees temporarily performing driver duties will be paid at the warehouse hourly rate.

Hourly Rates

The following hourly rates will be in effect for the hourly pay system.

<u>Date</u>	
7/01/07	\$18.40
6/29/08	\$19.00
6/28/09	\$19.55
6/27/10	\$20.05
6/26/11	\$20.55
7/01/12	\$21.10

In addition to the foregoing, non-probationary employees in truck driver classifications as of July 1, 2007 will each receive a one-time signing bonus of \$500 payable with the first payroll under this new Agreement.

Rates for ABC Program

	----- Dates of Increases -----					
<u>Transportation</u>	<u>7/01/07</u>	<u>6/29/08</u>	<u>6/28/09</u>	<u>6/27/10</u>	<u>6/26/11</u>	<u>7/01/12</u>
ABC Driver	18.80	19.40	19.95	20.45	20.95	21.50
Activity Rates:						
Reg. case rate	0.186	0.192	0.198	0.203	0.208	0.214
Prem. case rate	0.251	0.259	0.267	0.274	0.281	0.289
Special case rate	0.094	0.097	0.099	0.102	0.105	0.108
Rate per mile (Local)	0.508	0.524	0.539	0.553	0.567	0.583
Rate per mile (Road)	0.376	0.388	0.399	0.409	0.420	0.432
Rate per mile (Shuttle)	0.376	0.388	0.399	0.409	0.420	0.432

Pre trip20 minutes

Post trip30 minutes

Stop time6 minutes

Drop or Hook10 minutes (single trailer)

Drop and Hook25 minutes (single trailer)

Hook up doubles.....30 minutes

Unhook doubles 20 minutes

Backhaul = 75 minutes for first 75 minutes or less for each backhaul, thereafter, the ABC hourly rate for all minutes above 75 minutes.

Two drivers = 70% of case count and 100% of all other components.

Delay pay = as authorized by Company. Delay pay per letter of understanding.

In Transportation, ABC Drivers weekly guarantee will be as follows:

July 01, 2007 ---- \$800

June 27, 2010 ---- \$860

June 29, 2008 ---- \$820

June 26, 2011 ---- \$880

June 28, 2009 ---- \$840

July 01, 2012 ---- \$900

Calculations for ABC activities:

- Regular case rate = hourly rate divided by 101 cases per hour.
- Premium case rate = hourly rate divided by 75 cases per hour.
- Special case rate = hourly rate divided by 200 cases per hour.
- Local mileage rate = hourly rate divided by 37 miles per hour.
- Road mileage rate = hourly rate divided by 50 miles per hour.
- Shuttle mileage rate = hourly rate divided by 50 miles per hour.
- Local mileage rate will be paid within 175 total miles.
- Breakdown will be paid at the ABC hourly rate for all time of such delay on top of ABC pay for that day.
- Warehouse delay at the beginning of route (trailer not ready) will be paid at the ABC hourly rate for all time of such delay on top of ABC pay for that day.



SYSCO

Food Services of Cincinnati, LLC

May 14, 2007

Roger Insprucker
General Teamsters Local Union No. 114
4632 Paddock Rd.
Cincinnati, OH. 45229

Dear Roger,

This is to confirm our understanding that SYSCO Cincinnati will:

Review the premium and special stops procedures for determination as to whether or not they should be modified;

The extent to which non-bargaining unit employees may move merchandise. It is our position that the inventory control clerk may move merchandise in the course of performing his/her duties, but not as a regular practice for other purposes; and

Probationary employees may be used as a loader for training purposes, or in instances where there are insufficient bargaining unit employees available.

Sincerely,

Bill Cartier
Executive Vice President
SYSCO Food Services of Cincinnati
(513)769-2341

**SYSCO**

Food Services of Cincinnati, LLC

June 28, 2007

Roger Insprucker
General Teamsters Local Union No. 114
4632 Paddock Rd.
Cincinnati, OH. 45229

Dear Roger,

This is to clarify the interpretation of Appendix B for drivers electing to return to ABC at the beginning of bid cycles. The terminology of Company discretion is meant to address the employee who abuses the ABC program by going on and off multiple times.

Sincerely,

Bill Cartier
Executive Vice President
SYSCO Food Services of Cincinnati
(513) 769-2341

cc: Joe Calabrese
Jim Ward
Rex Brough

ROGER D. INSPRUCKER
President

KIMBERLY A. BALES
Secretary-Treasurer

GENERAL TEAMSTERS LOCAL UNION NO. 114

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
OHIO CONFERENCE OF TEAMSTERS
TEAMSTERS JOINT COUNCIL NO. 26

4632 PADDOCK ROAD, CINCINNATI, OHIO 45229
TELEPHONE (513) 242-8100 FAX (513) 242-8104



HAMILTON, CLERMONT, WARREN AND BUTLER COUNTIES IN OHIO AND BOONE, KENTON AND CAMPBELL COUNTIES IN KENTUCKY

NOTICE

SUBJECT: WITHDRAWAL CARDS

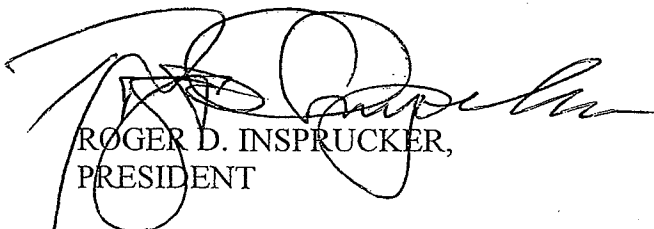
WHEN A MEMBER IS OFF ON: LAY-OFF, SICK LEAVE, LEAVE OF ABSENCE, QUILTS, TERMINATED OR RETIRES, THE **MEMBER** SHOULD REQUEST A WITHDRAWAL CARD FROM THE LOCAL UNION OFFICE. THIS ENTITLES THE MEMBER TO RETURN TO WORK AND PAY DUES FOR THE CURRENT MONTH.

IN ORDER FOR A WITHDRAWAL CARD TO BE ISSUED THE MEMBER MUST BE IN GOOD STANDING: ALL FEES PAID TO DATE AND DUES PAID CURRENT. THE CHARGE FOR THE WITHDRAWAL CARD IS -0- IF THE MEMBER IS IN GOOD STANDING (ALL DUES AND FEES PAID TO DATE).

SHOULD A MEMBER RETURN TO WORK AFTER AN ABSENCE FOR ANY REASON WITHOUT A WITHDRAWAL CARD AND THE MEMBER OWES FOUR (4) MONTHS DUES OR MORE, THE MEMBER MUST PAY A RE-INITIATION FEE PLUS DUES FOR THE MONTH IN WHICH THE MEMBER RETURNS TO WORK. THE RE-INITIATION FEE IS PAID IN LIEU OF THE BACK DUES WHILE YOU WERE NOT WORKING.

IF YOU SHOULD HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CALL THE LOCAL UNION OFFICE.

Reminder: The Local Union monthly membership meeting is on the third Tuesday of each month at 6:00 p.m. at the Union Hall, 4632 Paddock Road, Cincinnati, Ohio 45229.



ROGER D. INSPRUCKER,
PRESIDENT



KIMBERLY A. BALES,
SECRETARY-TREASURER